

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: Sarath Mom, Debtor. Lakeview Loan Servicing, LLC, Movant, v. Sarath Mom, Debtor/Respondent, KENNETH E. WEST, Esquire, Trustee/Respondent.	Bankruptcy No. 22-12824-mdc Chapter 13 Related Doc.: 21 Hearing: April 18, 2023 at 10:30 AM
---	--

STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY

Secured Creditor, Lakeview Loan Servicing, LLC, and debtor Sarath Mom, by and through their respective attorneys, hereby stipulate as follows:

1. On November 4, 2020, Sarath Mom executed and delivered a Promissory Note (“Note”) and Mortgage (“Mortgage”) securing payment of the Note in the amount of \$101,500.00.
2. The Mortgage was recorded on December 3, 2020 in Instrument Number 53758129 of the Public Records of Philadelphia County, Pennsylvania.
3. The Mortgage was secured as a lien against the Property located at 1630 Benner St, Philadelphia, Pennsylvania 19149, (“the Property”).
4. The loan was lastly assigned to Lakeview Loan Servicing, LLC.
5. As of March 21, 2023, the date of the filing of the Motion for Relief, Debtor failed to make the monthly post-petition payments of principal, interest, and escrow to Secured Creditor in the amount of \$648.60 which came due on December 1, 2022, January 1, 2023, February 1, 2023, and March 1, 2023, respectively.

6. Debtor(s) post-petition arrearage totaled the sum of \$2,594.40 through March 31, 2023.
7. Debtor acknowledges that additional payments of principal, interest and escrow currently in the amount of \$648.60, per month shall become due under the Note and Mortgage on the 1st day of each successive month, beginning August 1, 2023, until the Note is paid in full. Debtor acknowledges that the monthly payment is subject to change and is responsible for same.
8. Lakeview Loan Servicing, LLC and Debtor desire to resolve Debtor's post-petition arrearage in accordance with the set forth terms below:

STIPULATION FOR RELIEF FROM STAY

1. Debtor confirms and acknowledges his obligations to Lakeview Loan Servicing, LLC, under the Note and Mortgage.
2. Debtor further confirms and acknowledges his obligations Lakeview Loan Servicing, LLC to make the regular post-petition payments of principal and interest going forward from August 1, 2023, as set forth above in paragraph 7.
3. Debtor(s) further confirms and acknowledges his failure to timely make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 5 and 6.
4. Debtor(s) has since cured the post-petition arrearage of \$2,594.40 and made payments for April 1, 2023 through July 1, 2023.
5. In the event that Debtor converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor shall cure any pre-petition and post-petition arrears within ten (10) days from the date of conversion. Should the Debtor fail to cure the arrearage Lakeview Loan Servicing, LLC will send Debtor's counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, Lakeview Loan Servicing, LLC may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.

6. In the event the Debtor should default on his obligations under this Stipulation by failing to tender in full any of the payments described in paragraph 2, on or before the dates on which they are due, then Lakeview Loan Servicing, LLC, its successors and/or assigns shall serve Debtor's Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor fails to cure the default within fifteen (15) days of the date of the written notification, then Lakeview Loan Servicing, LLC may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Lakeview Loan Servicing, LLC or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor or the Order of this Court.
7. Additionally, Debtor agrees that he/she is not permitted more than two (2) defaults from the date of the Stipulation. Debtor agrees that if he/she defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, Lakeview Loan Servicing, LLC, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Lakeview Loan Servicing, LLC, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.
8. Neither Lakeview Loan Servicing, LLC's consent to this Stipulation nor Lakeview Loan Servicing, LLC acceptance of any payments tendered by Debtor shall be construed as a waiver of Lakeview Loan Servicing, LLC Servicing's right to proceed with or commence a foreclosure other legal action against Debtor under this Stipulation; however, Lakeview Loan Servicing, LLC agrees to credit Debtor's account for any payments made by Debtor in accordance with this Stipulation, the Note and/or Mortgage.
9. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
10. Debtor hereby certifies and confirms that he/ she has reviewed the terms of the Stipulation

with his Counsel that Debtor understands and is in agreement with the terms of this

Stipulation, and that counsel has been authorized by Debtor to sign this Stipulation on his behalf.

IT IS HEREBY STIPULATED:

By: /s/ Michelle L. McGowan

Date: 8/18/23

Michelle L McGowan, Esq.

Robertson, Anschutz, Schneid, Crane & Partners, PLLC

PA I.D 62414

13010 Morris Rd, Suite 450

Alpharetta, GA 30004

Telephone: 470-321-7113

Email: mimcgowan@raslg.com

Attorney for Movant

/s/ David M. Offen

David M. Offen, Esq.

The Curtis Center

601 Walnut Street

Suite 160 West

Philadelphia, PA 19106

(215) 625-9600

Email: dmo160west@gmail.com

No Objection

/s/ /s/ LeeAne O. Huggins August 17, 2023

Kenneth E. West

Standing Chapter 13 (Trustee)

1234 Market Street Suite 1813

Philadelphia, PA 19107

215-627-1377